

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

Legal Ad Date: April 3, 1998

INVITATION FOR BIDS

No. IFB-98-147-O

SEALED BIDS

FOR

MAINTAINING AND REPAIRING
MOVABLE GYMNASIUM BLEACHERS

AT

VARIOUS PUBLIC SCHOOLS ON OAHU

DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
CENTRAL SERVICES DIVISION

will be received up to and opened at 2:00 p.m. (HST)

on

April 30, 1998

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to Ms. Fran Villarmia, telephone (808)586-0563; facsimile (808)586-0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

WAGE CERTIFICATE

Subject: IFB/RFP No.: _____

Title of IFB/RFP: _____

(To be completed by offeror)

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$5,000, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work; and
2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror _____

Signature _____

Title _____

Date _____

MOVABLE GYMNASIUM BLEACHERS
AT VARIOUS PUBLIC SCHOOLS ON OAHU
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
CENTRAL SERVICES DIVISION
IFB-98-147-O

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____

Respectfully submitted,

Telephone No.: _____

Fax No.: _____

Exact Legal Name of Offeror

Payment address, if other than
street address at right:

Authorized Signature (Original)

Title

Hawaii General Excise Tax Lic.
I.D. No.: _____

Street Address

Social Sec. or Federal I.D. No.:

City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ___ Individual ___ Partnership ___ Corporation ___ Joint Venture

State of incorporation: Hawaii _____ *Other _____

*If "other", is corporate seal available in Hawaii? ___ Yes ___ No

The following bid is hereby submitted:

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
<u>GROUP I - INSPECTION</u>				
1.	Initial Inspection and Report, complete as specified:	22 sites	\$_____ per site	\$_____
2.	Authorized Initial Repairs, labor charge per hour	50 hours	\$_____ per hour	\$_____
<u>GROUP II - PREVENTATIVE MAINTENANCE</u>				
3.	Kaimuki High School Gymnasium.	2 services	\$_____	\$_____
4.	Kalani High School Gymnasium.	2 services	\$_____	\$_____
5.	Kaiser High School Gymnasium.	2 services	\$_____	\$_____
6.	Farrington High School Gymnasium.	2 services	\$_____	\$_____
7.	Mckinley High School Gymnasium.	2 services	\$_____	\$_____
8.	Roosevelt High School Gymnasium.	2 services	\$_____	\$_____
9.	Aiea High School Gymnasium	2 services	\$_____	\$_____
10.	Leilehua High School Gymnasium.	2 services	\$_____	\$_____
11.	Mililani High School Gymnasium.	2 services	\$_____	\$_____
12.	Moanalua High School Gymnasium.	2 services	\$_____	\$_____
13.	Radford High School Gymnasium.	2 services	\$_____	\$_____
14.	Waialua High/Inter. School Gym	2 services	\$_____	\$_____
15.	Campbell High School Gymnasium.	2 services	\$_____	\$_____
16.	Nanakuli High/Inter. School Gym	2 services	\$_____	\$_____
17.	Pearl City High School Gymnasium.	2 services	\$_____	\$_____

Offeror_____

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
<u>GROUP II - PREVENTATIVE MAINTENANCE</u> continued.				
18.	Waianae High School Gymnasium.	2 services	\$_____	\$_____
19.	Waipahu High School Gymnasium.	2 services	\$_____	\$_____
20.	Castle High School Gymnasium.	2 services	\$_____	\$_____
21.	Kahuki High/Inter. School Gym	2 services	\$_____	\$_____
22.	Kailua High School Gymnasium.	2 services	\$_____	\$_____
23.	Kalaheo High School Gymnasium.	2 services	\$_____	\$_____
24.	King Intermediate School Gym	2 services	\$_____	\$_____
SUB-TOTAL FOR GROUP II, ITEM NOS. 3 THROUGH 24:				\$=====
<u>GROUP III - REPAIR OF BREAKDOWNS</u>				
25.	Approved repair of breakdowns, labor charge per hour	100 hours	\$_____ per hour	\$_____
TOTAL SUM BID FOR GROUPS I, II & III: ITEM NOS. 1 - 25. . . .				\$=====

Offeror_____

BIDDER INFORMATION

The bidder shall provide the following information in order to be considered for award.

1. Bidder's Office Address: _____

Point of Contact
and Telephone No.: _____
2. Number of years that the bidder has provided similar maintenance and repair services for gymnasium movable bleachers in the State of Hawaii: _____
3. The names of the bidder's experienced personnel who will be providing the actual maintenance services for the gymnasium movable bleachers and their years of experience shall be listed below:
 - (a) Supervisor: _____
No. of years of experience: _____
 - (b) Additional Personnel: _____
No. of years of experience: _____
 - (c) Additional Personnel: _____
No. of years of experience: _____
 - (d) Additional Personnel: _____
No. of years of experience: _____
 - (e) Additional Personnel: _____
No. of years of experience: _____
4. References: List names and addresses of three (3) schools or companies for whom bidder has provided or is currently providing maintainance and repair for bleachers listed herein:
 - a. _____
Point of Contact
and Telephone No.: _____
 - b. _____
Point of Contact
and Telephone No.: _____
 - c. _____
Point of Contact
and Telephone No.: _____
5. Liability Insurance is carried by:
Commercial General Liability _____

SPECIFICATIONS

1. GENERAL. The Contractor shall furnish all necessary labor, equipment, tools, supplies, materials and appurtenances for services to maintain and repair the movable gymnasium bleachers located at various gymnasiums as specified herein and provide replacement parts as necessary, for the Department of Accounting and General Services (DAGS), Central Services Division (CSD).

From the Contractor's professional experience in the installation and maintenance of these bleachers, the Contractor shall be responsible to make recommendations in writing, stating the hazards noted in the use and operation of the bleachers being maintained. These recommendations may be noted in the initial or preventative maintenance reports.

The bid price on Offer Form page OF-2 is for the servicing and maintenance of existing gymnasium movable bleachers twice (2) each year at each location listed. If requested by the Contract Administrator, repair of breakdowns and/or related services shall be provided when needed, at an additional cost to the State, as described herein.

It shall be understood and agreed that the intent of this contract shall be for the Contractor to provide safe, reliable and efficient operation of the gymnasium movable bleachers.

2. BIDDER'S RESPONSIBILITIES.

- a. Prior to bidding, it shall be the bidder's responsibility to examine the various gymnasium movable bleachers on-site at the various schools listed and be thoroughly familiar with the said work sites, existing conditions and the amount and kind of work to be performed under this contract.

No additional compensation will be made by reason of any misunderstanding or error regarding the work site environment, existing work conditions and the amount or kind of services to be performed. Submission of proposal shall be evidence that the bidder understands and undertakes to comply with all proposal conditions and provisions if awarded the contract. The prospective bidder shall make arrangements to inspect the facilities with the individuals as listed under Section 14, DESCRIPTION AND LOCATION OF THE EQUIPMENT, of these Specifications herein.

- b. Work to be performed herein shall be done by experienced, skilled maintenance mechanics directly employed and supervised by the Contractor, who are familiar with the type of equipment to be maintained.
- c. Clarification of these Specifications herein shall be directed to the Contract Administrators.

3. SCOPE OF WORK.

- a. Inspection and Initial Repairs. The intent of the inspection and initial repairs is to determine the existing condition of the various bleachers, the repair work required, if any, to restore the equipment to a condition where the bleachers will operate as originally installed, and the repair work that should be authorized to be performed by the Contractor.

- (1) Initial Inspection and Report.

- (a) Inspect the entire bleacher system and note all loose, worn, bent, broken, damaged, missing or defective part(s) and other conditions which would affect the proper and safe operation of the equipment.

- (b) Prepare and submit a brief report on each bleacher that includes but is not limited to the following:
 - 1.a. All discrepancies found.
 - 1.b. Recommended repair work.
 - 1.c. Estimated cost of materials.
 - 1.d. Estimated cost of labor, including equipment.
 - 1.e. Suggested priority for repairs.
 - (c) Be available to discuss report(s) with the State to determine the best course of action to perform the necessary repairs.
- (2) Authorized Initial Repairs. No work shall be performed without the written authorization from the Contract Administrator. Once started, all work shall be completed expeditiously with minimum disruption to the use of the facility.
- (a) Perform authorized repairs, including obtaining and furnishing of all necessary parts, tools, supplies, materials and equipment to perform the work. However, the State reserves the right to furnish replacement parts from a different source.
 - (b) Remove damaged or defective part(s) for repair by the State and re-installation of repaired part(s).
 - (c) Install part(s) supplied by the State.
 - (d) Contractor labor charges shall be at the hourly rate as stated in the bid.
 - (e) Replacement parts (other than minor repair parts such as fasteners, washers, gaskets and/or parts furnished by the State) provided by the Contractor shall be charged to the State at a price not to exceed the Contractor's cost plus ten (10) percent.
- b. Preventative Maintenance Work. The intent of the preventative maintenance work is to perform those tasks which will permit the moving parts of the bleachers to continue to operate as originally designed. This work may be performed in conjunction with the initial repair work; however, the cost shall be kept separate from the repair work.

The preventative maintenance work shall include but not be limited to the following:

- (1) Inspect.
 - (a) All bleacher parts and support systems and note all damages and conditions that may adversely affect the use, operation and/or safety of the bleachers.
 - (b) Wiring and electrical systems of electrically operated bleachers. Ensure that wiring of the bleacher is properly secured and out of the way of moving parts and the electrical system is properly fused and grounded.

- (1) Inspect continued.
 - (c) Safety rails for proper operation during the bleacher folding and opening. For removable railings, check that the railings are available, in-place and fit properly when the bleachers are in the open position.
- (2) Clean.
 - (a) All support structures and systems of the bleachers of accumulated dust and debris.
 - (b) All sliding and pivoting parts, where applicable, of dried and/or caked lubricant, rust and other detritus accumulation which prevent the proper operation of the movable parts.
- (3) Lubricate.
 - (a) All moving parts and joints - i.e., cables, pulleys, sliding parts, bearing surfaces and pivot points - with proper lubricant. Grease and oil shall be applied only in such quantity as to adequately lubricate without excessive accumulation and/or dripping onto the floor below.
 - (b) Springs shall be sprayed with a rust inhibiting-lubricating coating that has a minimum effective life of two (2) years.
 - (c) Motor bearings.
- (4) Adjust.
 - (a) Limit switches, to ensure automatic cut-off at the proper limits of travel.
 - (b) Alignment of support structure or systems to preclude binding of bleacher parts at any position and to ensure proper locking in place of the bleacher in the fully closed and open positions, as applicable.
 - (c) Tension and alignment of cables, hydraulic systems and other operating mechanisms, as applicable.
- (5) Replace and Tighten Fasteners.
 - (a) Replace all missing or defective screws, bolts, nuts, washers, cable clamps and other fasteners.
 - (b) Tighten all screws, bolts, nuts and other fasteners to the proper degree to prevent binding, loosening, removal and loss of the fastener or part held by the fastener.
- (6) Repair.
 - (a) Fraying and worn insulation on all electrical wiring.
 - (b) Secure all loose wires.
 - (c) Tighten loose connections.

c. Repair of Breakdowns. The Contractor shall provide services to repair breakdowns of the bleachers under this service contract in an expeditious manner, with minimum disruption to the use of the facility. The repair work shall be performed as follows:

- (1) The Contractor shall be notified of the need for repair services only by the Contract Administrator.
- (2) The Contractor shall submit to the Chief of DAGS, CSD, the work description of the problem and an estimated repair cost within the twenty-four (24) hour initial response time and approved repairs shall proceed in a timely manner, following verbal approvals by the Contract Administrator.
- (3) The authorized repair work shall commence within twenty-four (24) hours after the work is approved and shall be completed expeditiously, with a minimum of disruption to the use of the facility.
- (4) Contractor labor charges shall be at the hourly rate as stated in the bid.
- (5) The State reserves the right to either purchase any replacement parts from the Contractor or from a different source.
- (6) Replacement parts (other than minor repair parts such as fasteners, washers, gaskets and/or parts furnished by the State) provided by the Contractor shall be charged to the State at a price not to exceed the Contractor's cost plus ten (10) percent.

4. WORK INSPECTION AND CORRECTION. All work, tools, materials, supplies, appurtenances and other equipment used may be subject to inspection at the job site by the Contract Administrator during and after the completion of the work.

The Contractor shall comply with all notices for corrective work or correction of defective tools and equipment and shall perform all additional work to correct the existing substandard condition or repair or replace equipment within five (5) regular business days of receipt of said notices, unless otherwise specified by the Contract Administrator.

Should the Contractor fail to furnish the required corrections within the specified time, the State reserves the right to take necessary action as specified under the applicable provisions for rights and remedies for default, breach of contract and termination sections of this proposal herein.

All maintenance and repair services shall be performed during normal State working hours, Monday through Friday, unless otherwise authorized by the Contract Administrator. The Contractor shall contact the authorized representative at each location site to arrange for the specific date and time that the work can be performed with a minimum disruption to the scheduled use of the facility being serviced.

The Contractor shall not perform any work unless so authorized by the Contract Administrator. Any work requested of the Contractor in the field location shall be relayed to DAGS, CSD for review and approval prior to any action. Unauthorized work may not be paid for by the State.

5. TECHNICAL ASSISTANCE. During the period of the contract, the Contractor shall, whenever requested by the Contract Administrator, provide all technical assistance, at no additional cost to the State, such as but not limited to equipment usage, maintenance, service, repairs and identification of replacement parts, etc.

6. WORK SCHEDULE AND CONTACT PEOPLE. All maintenance and repair services shall be performed during normal school staff hours, 8:00 a.m. to 4:00 p.m., Monday through Friday, except State holidays, unless otherwise authorized by the Contract Administrator. The Contractor shall contact the district representatives of the Department of Education in which the school is located to arrange for the specific date and time that the work can be performed with a minimum disruption to the scheduled use of the facility being serviced.

The individuals to be contacted are listed hereinbelow:

- a. Honolulu and Leeward District
Contact Roy Tsumoto at telephone number (808) 586-3456
- b. Central and Windward District
Contact Randal Tanaka at telephone number (808) 586-3456

The Contractor shall not perform any work unless so authorized by the Contract Administrator or the authorized Central Services Division representative of the Contract Administrator. Any work requested of the Contractor by others at the field location shall be relayed to CSD for review and approval prior to any action. Unauthorized work may not be paid for by the State.

The Contractor shall keep the Contract Administrator, informed of all scheduled work and changes to the approved schedule(s), prior to the performance of the work, in accordance with Section 11, PERFORMANCE SCHEDULE, of these Minimum Specifications herein.

7. PERFORMANCE SCHEDULE. Contractor shall submit for the approval of the Contract Administrator, a practicable schedule showing the proposed order of the performance of the contract, within fourteen (14) calendar days after placement of the order by the State or such further time as may be allowed by the Contract Administrator.

If the schedule is not approved, it shall be revised as directed by the Contract Administrator. After the approval, no changes in the schedule shall be made without the approval of the Contract Administrator. The schedule shall be used as a check on the progress of the work performed under the contract and as a basis of scheduling the activities in the gymnasium.

- a. Inspection. The Contractor shall complete the initial inspection and submit the reports within thirty (30) calendar days after the commencement of the work under the contract.
- b. Authorized Initial Repairs. The Contractor shall complete the authorized initial repairs according to the time frame given by the Contract Administrator
- c. Preventative Maintenance Work. The Contractor shall consult with the district representatives of the Department of Education and submit a schedule within forty-five (45) calendar days after the commencement of the contract, showing the proposed schedule to service the bleachers.

Preventative maintenance work on all bleachers shall be completed on a yearly schedule. The Contractor shall inform the Contract Administrator of the actual date when the work on the bleacher(s) in each gymnasium was completed in the in-service report.

d. If the above schedules are not approved as submitted, the Contractor shall revise the schedule as directed by the Contract Administrator. No changes shall be made by the Contractor to the approved schedule without the approval of the Contract Administrator. This schedule shall be used as a check on the progress of the work being performed under this contract and as a basis of scheduling the activities in the school.

8. WORKMANSHIP. All work shall be executed in a workmanlike manner and shall present a neat appearance when completed. Said workmanship shall be of the highest caliber and performed in accordance with the best standard industrial practice used in the maintenance and repair of the equipment as specified herein.

All debris generated by the work shall be removed at the end of each work day. Any dust generated by the work shall be contained as far as practicable and all affected surfaces (bleachers, equipment, walkways, adjacent floors, etc.) shall be cleaned by the Contractor upon completion of the work and at the end of each workday.

9. SAFETY REQUIREMENTS. All services, equipment and/or parts to be provided by the Contractor shall meet all applicable Federal, Hawaii State and City safety requirements, especially the provisions of the Occupational Safety and Health Act (OSHA) as applicable.
10. DAMAGES TO EXISTING UTILITIES OR STRUCTURES. Any existing utilities and structures which may be damaged by equipment, working people, etc. shall be immediately repaired by the Contractor. If such repairs are not completed immediately, the Contract Administrator reserves the right to hire another Contractor to make the necessary repairs and deduct the repair costs from the amount owing the Contractor, if any. In case any money due to the Contractor is insufficient for said purposes, the Contractor shall pay the difference upon demand by the State.

The Contractor shall be responsible for any and all damages, injuries and repairs as a result of any negligence on its part for these services, as determined by the Contract Administrator. And in the event of any loss of an item or irreparable damage attributed to the negligence of the Contractor, such loss or damage shall be reconciled by the Contractor to the satisfaction of the Contract Administrator.

11. PUBLIC SAFETY AND DAILY SUPERVISION. All service work shall be executed in a workmanlike manner and shall present a neat appearance when completed. Said workmanship shall be of the highest caliber, done by knowledgeable, experienced personnel who take all necessary safety precautions and whose work is performed in accordance with the best standard industrial practice used in the continued maintenance and servicing of the location.

A minimum of one (1) English-speaking supervisor per crew shall be present to supervise the performance of all work at all times. All safety requirements shall be exercised and the applicable provisions of the Occupational Safety and Health Act shall be strictly met.

Any person employed by the Contractor or by any Subcontractor who, in the opinion of the Contract Administrator, does not perform any of the services as specified herein in a cautious, proper and skillful manner or is intemperate, disorderly, behaves in an uncivilized manner, offends and/or harasses State employees or officials and/or offends the public while performing the work or while at the work site shall, at the written request of the Contract Administrator, be removed forthwith by the Contractor or the Subcontractor employing such person and shall not be employed again in any portion of the work, without the approval of the Contract Administrator.

11. PUBLIC SAFETY AND DAILY SUPERVISION continued.

Should the Contractor fail to remove such person or persons as required above or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the State shall reserve the right to terminate the contract immediately.

Also, if the Contractor, in the opinion of the Contract Administrator, does not perform the work in a proper and skillful manner or is intemperate, disorderly, behaves in an uncivilized manner, offends and/or harasses State employees or officials and/or offends the public while performing the work or while at the work site, the State shall reserve the right to terminate the contract immediately as per Section 22, BREACH OF CONTRACT, of the Special Provisions herein.

In the event the contract is terminated prior to the end of the contract period, any loss of anticipated revenue or profits from such termination shall not constitute grounds for equitable adjustment under the contract.

Further, if the contract is terminated immediately as described above, the State shall reserve the right to suspend the Contractor from bidding on any or all State bids for a period of three (3) months or longer. The State may also utilize all other remedies as provided by law.

12. DEFECTIVE AND/OR REJECTED SERVICES AND ITEMS. The State reserves the right to reject any service and/or item which does not conform to the proposal and specifications and requirements herein under which it was purchased. A service and/or item that is considered to be of inferior quality shall not be acceptable and it shall become the duty of the Contractor to repeat the maintenance and/or reclaim and remove the item forthwith.

No service or item, which may be unsatisfactory, defective or damaged in the construction or quality or deficient in any of the requirements of the bid, will be considered as accepted in consequence of the failure of the Contract Administrator to discover or to point out said defects, damages or deficiencies at the time of receipt of delivery of the item. No payment, whether partial or final, shall be construed to be an acceptance of defective materials. The Contractor shall immediately correct any unsatisfactory service and/or replace any such defective item, without expense to the State, in accordance with applicable rights and remedies, breach of contract and termination clauses of this proposal herein.

13. LOST OR DAMAGED ITEMS. In the event of any loss of an item or irreparable damage attributed to the negligence of the Contractor, such loss or damage shall be reconciled by the Contractor to the satisfaction of the Contract Administrator.

14. DESCRIPTION AND LOCATION OF EQUIPMENT.

a. The bleachers to be serviced generally consist of wood, metal or plastic seats, with wood or metal walkways mounted on a telescoping metal framework and constructed in sections with varying numbers of rows of seats and varying widths. The operation of the telescoping action may be manual or motorized.

b. The bleachers are located in gyms of various schools throughout the island as follows:

(1) Honolulu District

(a) Kaimuki High School
2705 Waialae Avenue, Honolulu

Two (2) each: motorized operation
Brand Name: Interkal Inc.

- (b) Kalani High School
4608 Kalanianaʻole Highway, Honolulu

Three (3) each: motorized operation
Brand Name: Interkal, Inc.
- (c) Kaiser High School
511 Lunalilo Home Road, Honolulu

Two (2) each: motorized operation
Brand Name: Interkel, Inc.
- (d) Farrington High School
1564 North King Street, Honolulu

Two (2) each: motorized operation
Brand Name: Hussey Seating Co.
- (e) Mckinley High School
1039 South King Street, Honolulu

Two (2) each: motorized operation
Brand Name: Folding Bleacher Co.
- (f) Roosevelt High School
1120 Nehoa Street, Honolulu

Two (2) each: manual operation
Brand Name: Universal Rollaway Bleachers

(2) Central District

- (a) Aiea High School
98-1276 Ulune Street, Aiea

Two (2) each: motorized operation
Brand Name: Folding Bleachers Co.
- (b) Leilehua High School
1515 California Avenue, Wahiawa

Two (2) each: motorized operation
Brand Name: Folding Bleachers Co.
- (c) Mililani High School
95-1200 Meheula Parkway, Mililani

Two (2) each: motorized operation
Brand Name: Interkal, Inc.
- (d) Moanalua High School
2825 Ala Ilima Street, Honolulu

Two (2) each: motorized operation
Brand Name: Hussey Seating Co.
- (e) Radford High School
4361 Salt Lake Boulevard, Honolulu

Two (2) each: motorized operation
Brand Name: Interkal, Inc.

(2) Central District continued.

- (f) Waialua High/Intermediate School
67-160 Farrington Highway, Waialua

Two (2) each: Motorized operation
Brand Name: Hussey Seating Co.

(3) Leeward District

- (a) Campbell High School
91-980 North Road, Ewa Beach

Two (2) each: motorized operation
Brand Name: Folding Bleachers Co.

- (b) Nanakuli High/Intermediate School
89-778 Haleakala Avenue, Waianae

Two (2) each: motorized operation
Brand Name: Folding Bleachers Co.

- (c) Pearl City High School
2100 Hookiekie Street, Pearl City

Two (2) each: motorized operation
Brand Name: Hussey Seating Co.

- (d) Waianae High School
85-251 Farrington Highway, Waianae

Two (2) each: motorized operation
Brand Name: Folding Bleachers Co.

- (e) Waipahu High School
94-1211 Farrington Highway, Waipahu

Two (2) each: motorized operation
Brand Name: Hussey Seating Co.

(4) Windward District

- (a) Castle High School
45-386 Kaneohe Bay Drive, Kaneohe

Two (2) each: motorized operation
Brand Name: Folding Bleachers Co.

- (b) Kahuku High/Intermediate School
56-490 Kamehameha Highway, Kahuku

Two (2) each: motorized operation
Brand Name: Folding Bleachers Co.

- (c) Kailua High School
451 Ulumanu Drive, Kailua

Two (2) each: motorized operation
Brand Name: Folding Bleachers Co.

- (d) Kalaheo High School
730 Iliaina Street, Kailua

Two (2) each: motorized operation
Brand Name: Interkal Inc.

(4) Windward District continued.

(e) King Intermediate School
46-155 Kamehameha Highway, Kaneohe

Two (2) each: motorized operation
Brand Name: Hussey Seating Co.

SPECIAL PROVISIONS

SCOPE

The furnishing of services to Maintain and Repair Movable Gymnasium Bleachers for Department of Accounting and General Services (DAGS), Central Services Division (CSD), as specified herein shall be subject to these Special Provisions, the attached Specifications, and the General Terms and Conditions, dated September 1, 1995 and included by reference. Copies of the General Terms and Conditions are available at the State Procurement Office, Room 416, 1151 Punchbowl Street, Honolulu, Hawaii 96813 and on the Internet at <http://www.state.hi.us>.

CONTRACT ADMINISTRATOR

For the purpose of this contract, Mr. Don Inouye and Mr. Francis Cheung, telephone (808) 831-6752, or their duly appointed representative(s) are designated Contract Administrators.

TERM OF CONTRACT

The contract shall be for a twelve (12) month period beginning June 1, 1998 through May 31, 1999.

Unless terminated, contract shall be extended without the necessity of rebidding for a period not to exceed one additional twelve (12) month period, in whole or part, upon mutual agreement in writing at least sixty (60) calendar days prior to expiration, provided the contract price remains the same or lower than the initial bid price.

The Contractor or the State may terminate the extended contract at any time upon sixty (60) calendar days prior written notice.

BIDDER QUALIFICATIONS

- A. Bidder shall have an permanent office location from where he conducts business and be accessible for telephone calls on the island of Oahu. Bidder shall have shop facilities and qualified, experienced personnel knowledgeable in the specifications and requirements of the services needed in the event an authorized representative from the ordering State agency needs to have immediate service or ask technical questions. Alternately, if the bidder does not have an acceptable local facility on the island of Oahu, the bidder shall have a toll-free number and a local island telephone number, as well as designated representative, residing on Oahu, who will be responsible to coordinate and provide experienced personnel on Oahu to provide the maintenance service needed at each site, within the time frame requested by the Contract Administrator. Bidder shall complete the requested information on Offer Form page OF-4.

If a bidder is inaccessible by telephone or is unable to respond to any message left on their telephone answering machine, service or pager, within twenty-four (24) hours from the time of the message, the State shall reserve the right to disqualify the bidder from award.

During the contract period, if the Contractor is inaccessible by telephone or does not respond to any message left for the Contractor from a telephone answering machine, service or pager, within twenty-four (24) hours from the time of the message, the State shall reserve the right to terminate the contract and suspend the Contractor from participating on any or all State bids for a period of three (3) months or longer.

However, a bidder or Contractor who is unable to comply with this telephone accessibility requirement may make alternate arrangements satisfactory to the State and the authorized representatives of the ordering State agency to permit daily communication between the bidder or Contractor and the State.

- b. The bidder shall be in the business of installing or providing similar equivalent services of gymnasium movable or similar bleacher maintenance in the State of Hawaii for a period of not less than two (2) years.

The on-site supervisor and any additional employees for each project shall have a minimum of two (2) years of actual bleacher maintenance experience. Experience shall be for the service, maintenance and repair of the same types of bleachers that are listed herein.

The bidder shall list, on OFFER FORM page OF-4, the names of the personnel to be performing the service and the years of experience of each worker. If requested by the State, the bidder shall also be prepared to give additional information such as the location at which the service was performed, brands of bleachers that have been maintained by each worker and the scope of the work as described herein. Information shall be provided within 5 calendar days of request and at no additional cost to the State.

- c. Bidder shall list, on OFFER FORM page OF-4, a minimum of three (3) references for whom similar bleacher maintenance services were provided, giving the separate company name, person(s) to contact for verification and the telephone number. If requested, bidder shall also provide information as to the extent of the job, detailed report of the actual prior work performed and the scope of said maintenance service to determine qualifications (i.e. quantities of bleachers per location, etc.). Information shall be provided within 5 calendar days of request and at no additional cost to the State.
- d. The State reserves the right to contact the references listed to determine the dependability and capability of the bidder to supply the maintenance services needed. Significant negative response received from the references, bidder's customer(s), consumer protection or reporting organizations shall be sufficient cause for the disqualification of the bidder.
- e. If necessary, prior to the award of the contract, the State may request that the low bidder demonstrate said skills and experience to DAGS, CSD for the services to maintain and repair movable gymnasium bleachers. This shall be in the form of having the bidder perform a demonstration sample maintenance on bleachers as directed by the Contract Administrator(s), at no additional cost to the State and within the time limit as specified by the State. The workmanship shall be determined by the Contract Administrator(s) and/or DAGS, CSD as to whether the bidder meets the set standards of quality and knowledge.
- f. Additional information as described above shall be furnished within five (5) calendar days from the date of request by the State, unless otherwise specified and approved. Failure to comply with the furnishing of the information shall be sufficient cause for the rejection of the bid.
- g. The State reserves the right to determine whether the bidder is qualified to perform the services as specified herein, based on the information submitted and the decision of the State shall be final.
- h. Bidder shall be accessible to the ordering State agencies during normal State working hours - 7:45 a.m. to 4:30 p.m. - by telephone, telephone answering machine, telephone answering service or pager.

BID PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If Offer Form, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature indicating the offeror's intent to be bound.

Bid Price. Unit bid price shall include all costs for labor, equipment, supplies, transportation, applicable taxes and any other costs incurred to provide the maintenance and repair services specified herein.

In addition, the Contractor shall bear the cost of any and all long-distance telephone charges and other communication between the State and the Contractor related to providing personnel and maintenance services, the placement of orders, the correction of any rejected services and the administration of the contract as specified herein.

Tax Clearance. An **original or certified copy** of a tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Services (IRS) must be submitted with your sealed offer by the due date and time. The tax clearance shall be obtained on the attached two-part **Tax Clearance Application (Form A-6)** that combines DOTAX and IRS tax clearances.

The application may be mailed in or walked in to either the DOTAX or the IRS. The addresses for DOTAX and IRS district offices are listed on Form A-6.

The DOTAX and IRS encourage the use of their mail-in service, in lieu of walk-in service. We recommend that you mail it to DOTAX where it will be processed and forwarded to the IRS. The process should be completed within twenty-one (21) calendar days. Use of the walk-in services may result in waiting in line at both agencies.

For your information, the tax clearance is valid for forty-five (45) days. If the DOTAX approves a tax clearance certificate on one date and the IRS approves it on another date, the 45-day period will begin with the later date. For example:

DOTAX approval stamp date:	7/1/96
IRS approval stamp date:	7/5/96
Tax Clearance valid:	7/5/96 to 8/18/96

The tax clearance submitted with your sealed offer must be valid on the solicitation legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with your offer will remain valid for the contract award.

Since this a new process, however, and a mail-in application is encouraged, we will accept for the purpose of this solicitation a completed SPO Form Temp B, "Certification for Tax Clearance" in place of the DOTAX Form A-6, if you are unable to obtain a tax clearance by mail in time to include it with your sealed offer. See attached pink NOTICE for the SPO Form TEMP B.

NOTE: The above tax clearance requirement is in addition to the requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current 4% rate. If, however, an offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to §103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET under this solicitation, shall be increased by the current rate of the GET. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Offer Guaranty. A bid security deposit is not required for this bid. Refer to Section 2.7 of the General Terms and Conditions.

Wage Certificate. Refer to Section 2.8 of the General Terms and Conditions. Bidder shall complete and submit the attached Wage Certificate by which bidder certifies that the services required will be performed pursuant to Section 103-55, HRS.

METHOD OF AWARD

Prior to awarding contract, the State will require certification of the following insurance coverages: (1) Worker's Compensation, (2) Temporary Disability, (3) Unemployment Insurance, and (4) Prepaid Health Care.

Award, if any, will be made to the responsive and responsible bidder submitting the lowest Total Sum Bid. Bidders must bid on all items (item nos. 1 - 25) to be considered for award.

EXECUTION OF CONTRACT

For contract award totaling \$25,000 or more, the State shall forward a formal contract to the successful offeror for execution. The contract shall be signed by the successful vendor and returned within ten (10) days after receipt by the vendor as specified on Section 3.3 of the General Terms and Conditions. No performance or payment bond is required. Upon execution of the contract, Notice to Proceed shall be issued.

No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to official starting date.

ADDITIONAL SERVICE SITES

The services to be provided shall be primarily furnished, f.o.b. places of destination to the Department of Accounting and General Services. If, during the contract period, should any other site on Oahu require similar maintenance as covered under this contract, the State reserves the right to purchase additional services for each site as described in the Specifications, under the same terms and conditions as specified herein. The Contractor shall coordinate with the respective using State agency insofar as to arrange a delivery schedule to include the new service site.

LIABILITY INSURANCE

Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the following limit(s) and coverage(s):

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$300,000 combined single limit per occurrence for bodily injury and property damage

Each insurance policy required by this contract shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Accounting and General Services, State Procurement Office, P. O. Box 119, Honolulu, Hawaii 96810-0119."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The Contractor shall maintain the minimum insurance required in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements. The policy or policies of insurance maintained by the Contractor shall provide the limits and coverages specified herein.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefor on deposit with the State during the entire term of this contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

QUANTITIES

Quantities listed herein are estimates for the 12-month period specified. No guarantee to purchase the exact amount listed is intended or implied.

The State shall have the right to purchase smaller or larger quantities at the prices quoted herein. The Contractor, however, may at his option, request approval from the Procurement Officer to terminate any line item of the contract when accumulated purchases for the line item exceed 150% of the estimated quantity stated in the bid.

QUANTITIES continued.

The request to terminate must be in writing to the Procurement Officer and shall include a copy of the Contractor's running record of purchases for the line item, by name of school, transaction date, and quantity sold. The effective date of termination will be determined by the Procurement Officer, not to exceed ten (10) days from date of receipt of the written request by the State Procurement Office. The Contractor shall honor all orders placed prior to the effective termination date.

In the event of termination of a line item, the State reserves the option to approach the next low bidder to supply the item at his bid price for the remainder of the contract period, or rebid the item for a period deemed to be in the best interested of the State.

INVOICING

Service verification receipt(s), signed and dated by State personnel and original plus three (3) copies of invoice(s) shall be forwarded to Department of Accounting and General Services, Central Services Division, 729 Kakoi Street, Honolulu HI 96819, telephone (808) 831-6731. Invoices must list the following information: contract number, item numbers, description of items, quantities, vendor code, unit prices and extended totals.

A tax clearance certificate must accompany the invoice for final payment and shall be an original or certified copy, not over two-months old.

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery and acceptance of merchandise to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformation with statute.

LIQUIDATED DAMAGES

Refer to Section 6.12 of the General Terms and Conditions. Liquidated damages is fixed at the sum of FIFTY DOLLARS (\$50.00) for each and everyday the Contractor failed to perform in whole or in part any of its obligations hereunder, which liquidated damages may be deducted from any payments due or to become due to the Contractor.

ACCEPTANCE OF OFFER

Acceptance of offer, if any, will be made within sixty calendar days after the opening of offers, and the prices quoted by the offeror shall remain firm for sixty days period as provided in Section 3.2 of the General Terms and Conditions.

PAYMENT

Partial payments for an item or portion of any item under the contract may be authorized by the Contract Administrator; provided, however, that delivery and acceptance of the service is made before the contract delivery date and upon submittal of the Contractor's written request for partial payments, accompanied with proper invoices and substantiating documents.

PAYMENT continued.

Payment for the work shall be made as follows:

- a. Initial Inspection and Report. Payment for this work shall be made at the bid prices as listed on Offer Form page OF-2, upon completion of the work and the submittal of the report and an invoice. Payment request for maintenance servicing shall be accompanied by the applicable inspection report.
- b. Authorized Initial Repairs. Payment for authorized initial repairs shall be made as follows:
 - (1) Payment for this work shall be made at the bid prices as listed on Offer Form page OF-2, upon completion of the work and the submittal of the report and an invoice.
 - (2) Payment for replacement parts purchased by the Contractor shall be made at a price not to exceed Contractor's cost plus ten (10) percent, upon submittal of signed invoices for the parts.
 - (3) Expenses for tools, equipment, minor parts and supplies, including but not limited to fasteners, washers, gaskets, etc., shall not be included in payment by the State. These expenses shall be inclusive in bid price for Contractor's labor charge.
- c. Preventative Maintenance Work. Payment for preventative maintenance work shall be made at the bid price on OFFER FORM pages OF-2 and OF-3 for the respective gymnasium, upon completion of the work and the submittal of an invoice.
- b. Authorized Repair of Breakdowns. Payment for authorized repair of breakdowns shall be made as follows:
 - (1) Payment for replacement parts purchased by the Contractor shall be made at a price not to exceed Contractor's cost plus ten (10) percent, upon submittal of signed invoices for the parts.
 - (2) Labor charges to perform authorized repairs, including but not limited to removal and re-installation of State-repaired or supplied parts, shall be at the bid price listed herein. All work shall be performed during the Contractor's normal working hours, unless otherwise requested by the Contract Administrator. Authorized overtime shall be paid at the rate of one-and-one-half (1-1/2) times the bid price listed herein. Payment for labor shall be made after the completion of the authorized repair and upon submittal of an invoice.
 - (3) Expenses for tools, equipment, minor parts and supplies, including but not limited to fasteners, washers, gaskets, etc., shall not be included in payment by the State. These expenses shall be inclusive in bid price for Contractor's labor charge.

WARRANTY

Equipment and/or service furnished by the Contractor shall be guaranteed by the Contractor for a minimum period of one year from date of acceptance or as guaranteed by the factory, whichever is longer, against warping, buckling, cracking, or other defects resulting from the use of defective or inferior materials or from negligent workmanship; or against all design and manufacturing defects.

WARRANTY continued.

During the warranty period, Contractor shall replace and/or repair any defective workmanship and/or material at no cost to the State, including but not limited to parts, labor and all travel costs, provided such defects are not due to abuse or negligence on the part of the State.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

Provisions from the General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Preparation of Offer. General Terms and Conditions Section 2.5, paragraph four, is rescinded and replaced with the following:

"An offeror may submit only one offer in response to a solicitation. If an offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an offeror may submit only one offer for each line item (if any) of a solicitation. If an offeror submits more than one offer per line item, then all offers for that line item shall be rejected."

Preference for Hawaii Products. General Terms and Conditions Section 3.1(B), paragraphs one and two only are rescinded and replaced with the following: "A purchasing agency shall review all specifications in a bid or proposal for purchase from the Hawaii products list where these products are available; provided that the products: Meet the minimum specifications and the selling price f.o.b. jobsite; unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price in Hawaii f.o.b. jobsite; and unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price of a similar non-Hawaii product by more than: three per cent where class I Hawaii products are involved; five per cent where class II Hawaii products are involved; or ten per cent where class III Hawaii products are involved.

All persons submitting bids or proposals

pectively. The lowest total bid or proposal, taking the preference into consideration, shall be awarded the contract unless the bid or offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the bid or price offered, exclusive of the preferences."

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS continued.

Printing Preference. General Terms and Conditions Section 3.1(C), paragraphs one and two are rescinded and replaced with the following: "All bids or proposals submitted for a printing, binding, or stationery contract in which all work will be performed in-state, including all preparatory work, presswork, bindery work, and any other production-related work shall received a fifteen per cent preference for purposes of bid or proposal evaluation.

Where bids or proposals are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid or evaluating proposals submitted only, the amount bid or proposed for work performed out-of-state shall be increased by fifteen per cent. The lowest total offer, taking the preference into consideration, shall be awarded the contact unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference."

Bond Forms. The bond forms, Exhibits B through H, are replaced by the forms issued by the Procurement Policy Board Directive No. 1997-01, dated November 12, 1997, included herein by reference and made a part hereof. Copies of the bond forms are available at the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813.